

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

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4 Brittany Robinson,

5 Plaintiff,

6 v.

7 Universal Health Services Inc,

8 Defendant.
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Case No. 2:19-cv-01530-RFB-BNW

Order

10 Before the Court is Defendant's motion seeking to seal Exhibit A attached to a stipulation
11 to dismiss the case. ECF No. 47. No opposition has been filed.

12 **I. Analysis**

13 Generally, the public has a right to inspect and copy judicial records. *Kamakana v. City &*
14 *Cnty. of Honolulu*, 447 F.3d 1172, 1178 (9th Cir. 2006). Such records are presumptively publicly
15 accessible. *Id.* Consequently, a party seeking to seal a judicial record bears the burden of
16 overcoming this strong presumption. *Id.* In the case of dispositive motions, the party seeking to
17 seal the record must articulate compelling reasons supported by specific factual findings that
18 outweigh the general history of access and the public policies favoring disclosure, such as the
19 public interest in understanding the judicial process. *Id.* at 1178-79 (alteration and internal
20 quotation marks and citations omitted). The Ninth Circuit has further held that the full
21 presumption of public access applies to technically non-dispositive motions and attached
22 documents as well if the motion is "more than tangentially related to the merits of the case." *Ctr.*
23 *for Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092, 1101 (9th Cir. 2016).

24 Among the compelling reasons which may justify sealing a record are when such court
25 files might have become a vehicle for improper purposes, such as the use of records to gratify
26 private spite, promote public scandal, circulate libelous statements, or release trade secrets.
27 *Kamakana*, 447 F.3d at 1179 (quotation omitted). However, avoiding a litigant's embarrassment,
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1 incrimination, or exposure to further litigation will not, without more, compel the court to seal its
2 records. *Id.*

3 “[A] different standard applies to ‘private materials unearthed during discovery,’ as such
4 documents are not part of the judicial record.” *Pintos*, 605 F.3d at 678 (citing *Kamakana*, 447
5 F.3d at 1180). Under Rule 26(c), a court may enter a protective order “to protect a party or person
6 from annoyance, embarrassment, oppression, or undue burden or expense.” “The relevant
7 standard for purposes of Rule 26(c) is whether good cause exists to protect the information from
8 being disclosed to the public by balancing the needs for discovery against the need for
9 confidentiality.” *Pintos*, 605 F.3d at 678 (quotation omitted). Given the “weaker public interest in
10 nondispositive materials,” the court applies the good cause standard in evaluating whether to seal
11 documents attached to a nondispositive motion. *Id.* “Nondispositive motions ‘are often unrelated,
12 or only tangentially related, to the underlying cause of action,’ and, as a result, the public’s
13 interest in accessing dispositive materials does ‘not apply with equal force’ to non-dispositive
14 materials.” *Id.* (citing *Kamakana*, 447 F.3d at 1179). It is within the court’s discretion whether to
15 seal documents. *Id.* at 679.

16 **A. The Burden to Seal Has Not Yet Been Met**

17 Defendant seeks to seal the agreement between the parties. Because this document is
18 attached to a dispositive motion, the Court applies the compelling reason standard. *Ctr. for Auto*
19 *Safety*, 809 F.3d at 1099.

20 The sole reason presented for sealing is the need to preserve the confidentiality of the
21 settlement agreement. Generally, “[b]road allegations of harm, unsubstantiated by specific
22 examples or articulated reasoning” are insufficient to satisfy the burden. *Phillips ex rel. Estates of*
23 *Byrd v. General Motors Corp.*, 307 F.3d 1206, 1211 (9th Cir. 2002) (citation omitted). The
24 declaration that a settlement agreement must be sealed because the parties agreed to maintain
25 confidentiality has been called, by one court, “woefully insufficient to meet the parties’ burden.”
26 *Ambrosino v. Home Depot U.S.A., Inc.*, 2014 WL 931780 (S.D. Cal.) (denying without prejudice
27 a motion to seal a settlement agreement in a FLSA case based solely on the parties’ agreement to
28 keep the settlement confidential); *see also Gamble v. Arpaio*, 2013 WL 142260 (D. Ariz.)

1 (“Because the parties’ prior settlement agreement required them to maintain the confidentiality of
2 the terms of their agreement is not a compelling reason to seal the settlement agreement upon the
3 filing of a dispositive motion.”).

4 The Court does not dispute that there may be circumstances that support the sealing of a
5 prior settlement agreement. However, it is incumbent upon the party seeking to seal a document
6 to demonstrate compelling reasons sufficient to outweigh the public’s interests in disclosure. That
7 burden has not yet been met here.

8 Here, the Court finds that Defendant has not demonstrated compelling reasons to seal the
9 document in question.

10 As a result, Defendant’s motion at ECF No. 47 will be denied.

11 **II. Conclusion**

12 **IT IS THEREFORE ORDERED** that Defendant’s Motion to Seal (ECF No. 47) is
13 **DENIED**. The parties will have until February 12, 2023 to file a new request to seal this
14 document (ECF No. 48). Should no motion be filed by then, the Court will unseal the document.

15 The Clerk of Court is directed to maintain ECF No. 48 under seal until further notice from
16 the Court.

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18 DATED: January 12, 2023

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20 BREND A WEKSLER
21 UNITED STATES MAGISTRATE JUDGE
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